

MEMORANDUM OF UNDERSTANDING
Between
The Regents of the University of California
And
The Santa Fe Institute

This Memorandum of Understanding ("MOU") is between The Regents of the University of California ("UC"), operators of Los Alamos National Laboratory ("LANL") for the U.S. National Nuclear Security Administration, Department of Energy under Contract No. W-7405-ENG-36, and the Santa Fe Institute ("SFI"), a New Mexico nonprofit educational corporation, hereinafter referred to collectively as "Parties" and individually as a "Party."

Whereas, SFI's corporate affiliates program (Business Network), of which LANL is a member, allows one LANL person to participate in SFI's conferences and workshops, and access to a forum for collaborative research, and;

Whereas, the Parties share the goals of strengthening their interactions by providing more formal opportunities for research, strategic planning, education, recruiting and retention;

UC/LANL and SFI enter into this MOU on Research, Strategic Planning, and Recruitment/Retention to accomplish these goals.

BACKGROUND

The Parties desire to create an environment for establishing formal collaborations in mutually beneficial research and educational projects. These academic interactions will help the Parties attract exceptional students and retain world-class scientists in several areas of interest; economics, biological evolution, human culture/behavior, science based prediction, and high-risk research topics chosen as a result of strategic planning, all of which are designed to shed light on problems that challenge our global society. This MOU sets forth certain understandings that will guide the Parties in forming such projects. Historically, UC/LANL personnel have participated in strategic planning at SFI, informally as part of Appendix N, the Community Technical Assistance section of Contract No. W-7405-ENG-36. Over the years, this interaction has been extremely important to both Parties, and has resulted in informal collaborations regarding same. In particular, this MOU documents roles, responsibilities and relationships among the Parties. Nothing contained in this MOU shall be construed as establishing a partnership, joint venture, or any joint obligations among the Parties. This MOU shall not be used to obligate or commit funds and does not restrict the Parties in the conduct of their respective businesses.

1. ADVISORY COMMITTEE

1.1 The Parties will establish an Advisory Committee ("Committee") to advise the LANL Deputy Director for Science and Technology and the President of the SFI on the establishment of joint research projects.

1.2 The Committee will consist of three representatives from each Party, appointed by the LANL Deputy Director for Science and Technology and the President of SFI.

1.3 The Committee will meet as needed to:

- (a) discuss and plan research projects;
- (b) seek approval from the Parties' respective management for such projects;
- (c) prepare proposals to outside funding agencies to support such projects;
- (d) review progress and status of on-going research projects; and
- (e) engage in other activities that further the purposes of this MOU.

1.4 The Committee will report to the LANL Deputy Director for Science and Technology and the President of SFI, and when requested, will provide them with a written report detailing the efforts of the Committee and the status of any on-going research projects.

2. ESTABLISHING RESEARCH PROJECTS

2.1 The LANL Deputy Director for Science and Technology and the President of the SFI will review and approve or disapprove, at their discretion, possible research projects recommended by the Committee. In the event that one of the Parties does not approve a project recommended by the Committee, the other Party may pursue the project either on its own or in collaboration with others.

2.2 Each approved project shall be put into effect using an agreement, accepted and approved by the U.S. National Nuclear Security Administration, Department of Energy, such as, but not limited to, Cooperative Research and Development Agreements, Work For Others Agreements, User Facility Agreements, or Personnel Exchange Agreements, duly negotiated and executed by authorized officials on behalf of the Parties.

2.3 Pursuant to Paragraph 2.2, issues such as liability, indemnification, ownership of intellectual property and data, protection of proprietary and confidential information, provision and sharing of space and equipment, publication, statement of work to be undertaken, and source of funding to support work to be undertaken, dispute resolution, governing law, and other issues that normally arise in such projects shall be addressed in the form of an agreement appropriate to put into effect any particular project.

3. STRATEGIC PLANNING

3.1 LANL personnel will continue to participate in SFI strategic planning, as it affects research directions and a joint recruitment strategy (Section 4).

3.2 Pursuant to Paragraph 3.1, LANL personnel will be allowed to participate in this activity according to Appendix N, the Community Technical Assistance section of Contract No. W-7405-ENG-36, as long as the contract is in force.

4. RECRUITMENT AND RETENTION

4.1 The formal relationship between SFI and LANL as set out in this MOU will be beneficial to both organizations in regards to recruitment of outstanding, world-class scientists, a common mission of both institutions.

4.2 Recruitment for personnel on projects of mutual interest shall include at least two representatives from each Party in the formation of a Search Committee ("SC"), each member having a vote. The Advisory Committee and the Search Committee may be one in the same. The SC will meet as needed to:

- (a) discuss and plan recruitment efforts;
- (b) interview prospective applicants;
- (c) seek approval from the Parties' respective management for such recruitment;
- (d) provide a retention plan for each new Junior Faculty at SFI, that is, after 2 years from date of hire, decide whether there is a possibility for that person becoming a Staff Member at LANL at the completion of their third year at SFI;
- (e) seek approval from LANL management for such retention.

5. PUBLICATION

5.1 The SFI will have the right, at its discretion and consistent with its tenet of academic freedom, to release information or to publish any material resulting from its performance hereunder, subject to applicable export control laws and SFI policies, procedures, and practices. Both parties subscribe to open publication of results derived from exchanges and research performed in accordance with agreements set forth under this MOU. In this regard, the Parties agree that publications involving joint research projects acknowledge the participation of both Parties in such publications. In addition, the LANL Classification Office (S-7, Mail Stop F674, Los Alamos, NM 87545, 505-667-5011) must be notified at least 30 days in advance of submission for publication, intellectual property protection, or other presentation of material, data, record charts, software, or other records developed or maintained under this MOU.

6. INTELLECTUAL PROPERTY

6.1 Ownership of any intellectual property ("IP") created in the performance of work managed under the framework established by this MOU will be determined in accordance with applicable agreements referred to in paragraph 2 of this MOU. IP developed without a project agreement will be governed by law and regulations of the SFI, the UC, and LANL procedures and practices consistent with Contract No. W-7405-ENG-36. (see also IP MOU-04-57 between LANL and SFI)

7. TERM AND TERMINATION

7.1 This MOU shall be effective on the latest of the dates of execution by the Parties and will expire on the fifth anniversary of the effective date, but may be extended upon mutual consent.

7.2 Either Party may terminate this MOU, without cause, upon written notice to the other Party, such termination to be effective thirty (30) days from the date of such notice.

7.3 Any research agreement reached by the Parties during the term of this MOU shall survive expiration or termination of this MOU.

8. MISCELLANEOUS

8.1 It is understood that any work undertaken by LANL as a result of this MOU must be in accord with the terms and conditions of UC's prime Contract No. W-7405-ENG-36. In case of any conflict between this MOU and the prime contract, the prime contract will take precedence.

8.2 The foregoing states the entire understanding between and among the Parties, superseding any previous understandings, commitments, or agreements, oral or written, with respect to the subject matter of this MOU.

8.3 This MOU may only be amended in writing by mutual agreement of the Parties.

9. COMMUNICATION

Communications regarding administration of this MOU may be addressed as follows:

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SIGNATURES: on Page 5

10. SIGNATURES FOR THE MOU BETWEEN THE FOLLOWING PARTIES;

FOR THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

Los Alamos National Laboratory:

Signature: 

Name: George P. Nanos Jr. (Pete Nanos)

Title: Director, Los Alamos National Laboratory

Date: 4/15/04

FOR THE SANTA FE INSTITUTE

Signature: 

Name: Robert A. Eisenstein

Title: President

Date: April 15 2004